

H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor



A. Job Offer Information

1. Job Title * Farmworker							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		45	36	3. First Date * 6/12/2023		4. Last Date * 11/25/2023	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							☐ Yes ☒ No
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
							a. 7 : 00 ☒ AM ☐ PM
							b. 1 : 30 ☐ AM ☒ PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)							
Continual visual examination of produce to determine if the product is right for harvesting. Use hands and arms to handle the product. Place commodity into the appropriate box. Place completed product onto moving equipment such as conveyors. Mark cartons by using marking tools. Examine and inspect containers, material, and products to ensure that specifications are met. Harvest product by hand, and/or using a harvest knife. Continual bending to reach product. Walk throughout shift on uneven ground and in leafy rows with debris. Ensure that all Food Safety policies are followed to reduce the risk of any type of injury to either the employee or others. Reports all safety problems, incidents, and injuries to harvest foreperson immediately. Comply with all Company policies. Stack 25 lb-65lb boxes from the conveyor to the pallets. Lift empty pallets weighing 45 lbs. Stack boxes on each pallet. The stacks must be straight. Foreman will provide training and instruction on how to properly position the boxes onto the pallet. Field worker to harvest celery. Cut, trim, bag, pack, and load fresh celery in the field. Cutting is done on harvesting machine by using hands and cutting knife. Using a harvesting hand knife and bending at the waist, the employee cuts the head from the roots and trims the outer leaves from the head to prepare it to be packed into a carton, tote or bin. The process is repeated. Worker is responsible for cleaning of equipment and maintenance of yard. Worker is also responsible for operating Tractors and machines used to perform this task.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 18 .65		☒ HOUR ☐ MONTH		\$ _____			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							☒ Yes ☐ N/A
10. Frequency of Pay: * ☒ Weekly ☐ Biweekly ☐ Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *	
☒ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)	
2. Work Experience: number of <u>months</u> required. *	1
3. Training: number of <u>months</u> required. *	1
4. Basic Job Requirements (check all that apply) §	
☐ a. Certification/license requirements	☒ f. Exposure to extreme temperatures
☐ b. Driver requirements	☒ g. Extensive pushing or pulling
☐ c. Criminal background check	☒ h. Extensive sitting or walking
☐ d. Drug screen	☒ i. Frequent stooping or bending over
☒ e. Lifting requirement <u>65</u> lbs.	☒ j. Repetitive movements
5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☒ No
5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C	

C. Place of Employment Information

1. Place of Employment Address/Location *			
171 Foster Rd			
2. City *	3. State *	4. Postal Code *	5. County *
Salinas	California	93908	Monterey
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
NONE			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			☒ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *			
4 Broadway Cir			
2. City *	3. State *	4. Postal Code *	5. County *
King City	California	93930	Monterey
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☐ Employer-provided (including mobile or range) ☒ Rental or public		9	36
9. Identify the entity that determined the housing met all applicable standards: *			
☒ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			☐ Yes ☒ N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Workers staying at a hotel will be provided with three meals a day. Smith Packing has contracted with a local caterer "Tacos Martin" to provide meals. The employer assures that workers will receive nutritionally adequate meals in accordance with USDA guidelines and that food will be properly refrigerated and prepared to prevent spoilage. Workers will have access to local food establishments to dine out when desired.

2. The employer: *

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than

\$ 15 . 46

per day *

b. no more than

\$ 59 . 00

per day with receipts

G. Referral and Hiring Instructions



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Only applicants meeting all the qualifications for employment, who are eligible to work in the United States, able to meet the physical demands of the position and the employer's work schedule, and who are willing to perform the agricultural job duties, with or without reasonable accommodation, should seek employment. To be considered for hire, all applicants must comply with the employer's hiring procedures, which require completion of an employment application and an interview. Applicants may apply directly to the company or be referred by visiting any local office of the California EDD or another State Workforce Agency. Applicants may seek employment by calling Mr. Israel Esparza from Monday to Friday 8:00 a.m. to 1:00 p.m. at (805) 357-1322. Applicants will be interviewed by telephone no cost to workers. All employees hired will be required to present document(s) to evidence their identity and authorization to work in the United States and must complete an I-9 Form during the hiring process.

2. Telephone Number to Apply *
+1 (805) 348-1817

3. Extension §
N/A

4. Email Address to Apply *
h2a@smithpackinginc.com

5. Website Address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

1. Last (family) name * Hernandez	2. First (given) name * Emanuel	3. Middle initial §
4. Title * HR Coordinator		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 5/9/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
1	Farm Worker/ Harvest Worker-Celery	\$ 18 . 65	Hour	
2	(Farm) Tractor/Machine Operator	\$ 18 . 65	Hour	
3	CalVans Driver	\$ 18 . 65	Hour	There are no plans to use a CalVan for this Job Order at this time. If that changes, CalVan drivers will be compensated for all functions related to driving a CalVan. This includes, but is not limited to, time spent driving, trips to the gas station, time spent cleaning the vehicle, time inspecting the vehicle, ETC.
4	Farm/Harvest Equipment Cleaner	\$ 18 . 65	Hour	
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ippolito International	273 El Camino Real South Salinas, California 93908 MONTEREY	Airport Ranch	6/12/2023	11/25/2023	36
Ippolito International	246 Nashua Rd Salinas, California 93960 MONTEREY	Baillie Ranch	6/12/2023	11/25/2023	36
Ippolito International	37847 S Highway 101 Soledad, California 93960 MONTEREY	Broome Ranch	6/12/2023	11/25/2023	36
Ippolito International	199 Corey Rd Salinas, California 93908 MONTEREY	Buena Vista Ranch	6/12/2023	11/25/2023	36
Ippolito International	8851 Highway 1 Castroville, California 95460 MONTEREY	Catellus Ranch	6/12/2023	11/25/2023	36
Ippolito International	141 Foster Rd Salinas, California 93908 MONTEREY	Davis Ranch	6/12/2023	11/25/2023	36
Ippolito International	299 Neponset Rd Marina, California 93908 MONTEREY	Del Monte Ranch	6/12/2023	11/25/2023	36
Ippolito International	North Side Salinas St Castroville, California 95012 MONTEREY	Freeway Ranch	6/12/2023	11/25/2023	36
Ippolito International	13650 Reservation Rd Salinas, California 93908 MONTEREY	Jacks Ranch 1 and 2	6/12/2023	11/25/2023	36
Ippolito International	13650 Reservation Rd Salinas, California 93908 MONTEREY	Home Canyon Ranch	6/12/2023	11/25/2023	36

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ippolito International	330 Neponset Rd Marina, California 93908 MONTEREY	Jefferson Ranch	6/12/2023	11/25/2023	36
Ippolito International	13844 Blackie Rd Castroville, California 95012 MONTEREY	Jim Lyons Ranch	6/12/2023	11/25/2023	36
Ippolito International	37001 Vida Rd Castroville, California 93960 MONTEREY	Los Coches Ranch	6/12/2023	11/25/2023	36
Ippolito International	16650 Reservation Rd Salinas, California 93908 MONTEREY	Toro Ranch	6/12/2023	11/25/2023	36
Ippolito International	200 Nashua Rd Salinas, California 93908 MONTEREY	Nashua Ranch	6/12/2023	11/25/2023	36
Ippolito International	2236 Alisal Rd Norton Ranch, California 93908 MONTEREY	Norton Ranch	6/12/2023	11/25/2023	36
Ippolito International	27695 River Rd Salinas, California 93908 MONTEREY	Omo Ranch	6/12/2023	11/25/2023	36
Ippolito International	460 Nashua Rd Salinas, California 93908 MONTEREY	Pezzini Ranch	6/12/2023	11/25/2023	36
Ippolito International	1642 Old Stage Rd Salinas, California 93908 MONTEREY	Potter Ranch	6/12/2023	11/25/2023	36
Ippolito International	83 Harkins Rd Salinas, California 93908 MONTEREY	Spreckles Ranch	6/12/2023	11/25/2023	36

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ippolito International	150 Hitchcock Rd Salinas, California 93908 MONTEREY	Storm Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 101 and Vida Rd Soledad, California 93960 MONTEREY	Los Coches Ranch 11	6/12/2023	11/25/2023	36
Ippolito International	Broome Rd, 3 Miles west of Highway 101 Chualar, California 93925 MONTEREY	Broome Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 101 and Foletta Rd Chualar, California 93925 MONTEREY	Yuki Ranch	6/12/2023	11/25/2023	36
Ippolito International	24301 Old Stage Rd Chualar, California 93925 MONTEREY	Old Stage Ranch	6/12/2023	11/25/2023	36
Ippolito International	S. Tavernetti Rd, 1.7 mile south of Gloria Rd Gonzales, California 93926 MONTEREY	Callaghan Ranch	6/12/2023	11/25/2023	36
Ippolito International	West Side of Highway 101, 1/8 mile South of Central Greenfield, California 93927 MONTEREY	Herbert Ranch	6/12/2023	11/25/2023	36
Ippolito International	Central Ave and Highway 101 Greenfield, California 93927 MONTEREY	Allen Gill Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 101 and Teague Ave Greenfield, California 93927 MONTEREY	Salanco Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 101 and Foletta Rd Chualar, California 93925 MONTEREY	Shrine Ranch	6/12/2023	11/25/2023	36

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ippolito International	Highway 101 and Broome Rd Chualar, California 93925 MONTEREY	Wimer Ranch	6/12/2023	11/25/2023	36
Ippolito International	1355 Old Stage Rd Salinas, California 93908 MONTEREY	Alisal Ranch	6/12/2023	11/25/2023	36
Ippolito International	1355 Old Stage Rd Salinas, California 93908 MONTEREY	Moore Ranch	6/12/2023	11/25/2023	36
Ippolito International	Alta St and Corda Rd Gonzales, California 93926 MONTEREY	Moore Ranch	6/12/2023	11/25/2023	36
Ippolito International	East side of Highway 101 across from Harris Rd Salinas, California 93908 MONTEREY	Bardin Ranch	6/12/2023	11/25/2023	36
Ippolito International	Chualar River Rd. 1/8 mile west of Highway 101 Chualar, California 93925 MONTEREY	Romie Ranch	6/12/2023	11/25/2023	36
Ippolito International	Somavia Rd, 1 mile west of Highway 101 Chualar, California 93926 MONTEREY	Somavia Ranch	6/12/2023	11/25/2023	36
Ippolito International	Chualar Canyon Rd, 1 mile east of Old Stage Chualar, California 93926 MONTEREY	Upper Turri Ranch	6/12/2023	11/25/2023	36
Ippolito International	24301 Old Stage Rd Chualar, California 93926 MONTEREY	Old Stage Ranch	6/12/2023	11/25/2023	36
Ippolito International	Walnut Ave and 2nd Street Greenfield, California 93927 MONTEREY	Sargentti Ranch	6/12/2023	11/25/2023	36

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ippolito International	Highway 101 and Hudson Rd Soledad, California 93960 MONTEREY	Hudson Ranch	6/12/2023	11/25/2023	36
Ippolito International	Hudson Rd and Manzoni Rd Soledad, California 93960 MONTEREY	Leonardi Ranch	6/12/2023	11/25/2023	36
Ippolito International	Hudson Rd, 1 mile East of Highway 101 Soledad, California 93960 MONTEREY	Massa Ranch	6/12/2023	11/25/2023	36
Ippolito International	Pine Ave and 2nd St Greenfield, California 93927 MONTEREY	Morganiti Ranch	6/12/2023	11/25/2023	36
Ippolito International	2nd St and Cherry Ave Greenfield, California 93926 MONTEREY	Regazzi Ranch	6/12/2023	11/25/2023	36
Ippolito International	San Jon Rd and Highway 183 Salinas, California 93908 MONTEREY	Schneider Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 183 and McFadden Rd Salinas, California 93908 MONTEREY	Boronda Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 156 and Blackie Rd Prunedale, California 93907 MONTEREY	Conlan Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 156 and Blackie Rd Prunedale, California 93907 MONTEREY	Conlan Hilltop Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 156 and Blackie rd Prunedale, California 93907 MONTEREY	Conlan East Ranch	6/12/2023	11/25/2023	36

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ippolito Internation	Highway 156 and Blackie Rd Prunedale, California 93907 MONTEREY	Conlan West Ranch	6/12/2023	11/25/2023	36
Ippolito International	San Jon Rd, 1 Mile East of Highway 183 Castroville, California 93907 MONTEREY	San Jon Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 156 and Blackie Rd Prunedale, California 93907 MONTEREY	Geary Lyons Ranch	6/12/2023	11/25/2023	36
Ippolito International	San Jon Rd and Boronda Rd Salinas, California 93907 MONTEREY	Hettrick Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 156 and Blackie Rd Prunedale, California 93907 MONTEREY	Martin Ranch	6/12/2023	11/25/2023	36
Ippolito International	Highway 183 and McFadden Rd Salinas, California 93908 MONTEREY	Massa-San Jon Ranch	6/12/2023	11/25/2023	36
Ippolito International	Broome Rd and Foletta Rd Chualar, California 93926 MONTEREY	Matthews Ranch	6/12/2023	11/25/2023	36
Ippolito International	Gonzales River Rd and Short Rd Gonzales, California 93960 MONTEREY	Violini Williams Ranch	6/12/2023	11/25/2023	36
Ippolito International	Gonzales River Rd and Short Rd Gonzales, California 93960 MONTEREY	Violini Herold Rd	6/12/2023	11/25/2023	36
Ippolito International	Gonzales River Rd and Short Rd Gonzales, California 93960 MONTEREY	Violini Ichiwaka Ranch	6/12/2023	11/25/2023	36

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ippolito International	Alta St and 10st Gonzales, California 93926 MONTEREY	Violini Home Ranch	6/12/2023	11/25/2023	36
Ippolito International	Foletta Rd and Highway 101 Chualar, California 93925 MONTEREY	Violini Vosti Ranch	6/12/2023	11/25/2023	36
Ippolito International	Alta Rd and Corda Rd Gonzales, California 93926 MONTEREY	Vosti Higashi Ranch	6/12/2023	11/25/2023	36
Ippolito International	Central Ave and Teague Ave Greenfield, California 93927 MONTEREY	Central Ranch	6/12/2023	11/25/2023	36
Ippolito International	Central Ave and Hobson Ave Greenfield, California 93927 MONTEREY	TRM Ranch	6/12/2023	11/25/2023	36
Ippolito International	Old Stage Road Chualar, California 93925 MONTEREY	Waters Ranch	6/12/2023	11/25/2023	36
Ippolito International	Old Stage Rd Chualar, California 93925 MONTEREY	Bardin Ranch	6/12/2023	11/25/2023	36
Ippolito International	Esperanza Rd Salinas, California 93908 MONTEREY	Home Ranch	6/12/2023	11/25/2023	36
Ippolito International	Old Stage Rd and Iverson Rd Salinas, California 93925 MONTEREY	Kantro Ranch	6/12/2023	11/25/2023	36
Ippolito International	Old Stage Rd Salinas, California 93926 MONTEREY	Vineyard Ranch	6/12/2023	11/25/2023	36

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ippolito International	Old Stage Rd Salinas, California 93925 MONTEREY	Walters Ranch	6/12/2023	11/25/2023	36
Ippolito International	350 Nashua Rd Salinas, California 93908 MONTEREY	Molera Ranch	6/12/2023	11/25/2023	36

D. Additional Housing Information

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Qualifying workers must have one month of agricultural experience. All qualified applicants must have the authorization to work in the United States, be willing to perform the agricultural duties as described in this job order and be able to meet the physical demands of the position and the employer's work schedule with or without reasonable accommodation.			

b. Job Offer Information 2

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All accommodations provided to workers are compliant with the applicable housing health and safety standards set forth in 20 CFR 655.122(d)(1)(ii) 20 CFR 655.141(a). The accommodations are sufficient to accommodate the number of workers requested. Nine (9) rooms have been rented at Inn @ King City to accommodate the workers requested. A total of 36 beds will be provided. Smith Packing, Inc. has secured accommodation for thirty-six (36) workers.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Prohibition Against Payment
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer and/or its agents are prohibited by law from seeking or receiving payment or compensation of any kind from any employee, which includes payment of recruitment costs. In no event should any employee pay any recruitment or job placement fees in order to secure employment under this H-2A contract. Any violations of this policy should be reported to Company management immediately. However, employees may be required to pay for expenses associated with renewing their passports. Employees may also have to pay some out-of-pocket costs for meals and transportation when traveling to the United States. However, the employer will reimburse employees for all H-2A contract expenses in accordance with H-2A laws. Employees are encouraged to keep all receipts relating to travel, meals, and other costs incurred during travel to the United States.			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will be responsible for transportation and subsistence expenses incurred by employees from the place of recruitment to the housing location in King City, California. if the worker completes 50 percent of the contract period. If the worker either completes the work contract period or is terminated without cause, and the worker has not arranged for immediate subsequent H2A employment, the employer will provide the worker's return transportation/meals to the place to the place of recruitment.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Subsistence, Gov't Fees
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer is responsible for costs associated with the inbound and outbound transportation and related meal expenses for workers who live outside the commuting area to the worksites. The amount of transportation payments will equal the most economical and reasonable common carrier charges for the distances involved and will be measured from the place of recruitment. The employer is not responsible for unauthorized detours or unnecessary costs. The employer will pay the reasonable costs of lodging when necessary, during travel to the area of intended employment from the place of recruitment. The employer will be responsible for I-94 and H-2A visa-related costs when applicable to H-2A non-immigrant employees. For purposes of transportation and subsistence (meal) expenses, employees are encouraged to keep their receipts for food and travel costs during their travel from the place of recruitment to the area of intended employment. All necessary bus, taxi, transportation and lodging expenses will be paid for directly by the employer or reimbursed at full cost. For travel subsistence, if the employee is unable to provide receipts, the employer will reimburse employees at a minimum rate of \$15.46 per day of travel from the place of recruitment to the work sites. If the employee provides receipts, the employer will reimburse travel meals based upon the actual cost incurred up to a maximum of \$59.00 per day of travel. Should the Department of Labor increase the subsistence per diem rates during the season, the employer will abide by the new rate as directed by notice in the Federal Register. The employer will not be responsible for outbound transportation and meal subsistence if an employee abandons the employment or is terminated for cause before the work contract ends. Abandonment occurs if the worker fails to report to work at the regularly scheduled time for 5 consecutive working days without the consent of the employer. In the event of termination for medical reasons occurring after the arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place of recruitment.			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Departure from the United States
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * H-2A nonimmigrant employees must depart the United States at the completion of the work contract certified or after the termination of employment, whichever event occurs earlier, unless the H-2A worker is being sponsored by another subsequent H-2A employer.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Housing and utilities will be provided at no cost to eligible H-2A workers and corresponding farmworkers who are unable to return to their permanent residence at the end of each workday. Housing is offered to workers only. No other individuals are permitted to live or spend the night at the housing. Workers are expected to abide by the following housing rules, which include but are not limited to: fighting or threatening other employees or third parties will not be permitted; excessive use of alcohol or being under the influence of drugs is not permitted; no late night parties; excessive noise or loud music is not permitted; after 10 p.m. it is quiet time; workers must maintain housing and living areas in a neat, clean manner and must not alter or modify the housing facilities; workers shall not litter; workers must be considerate of neighbors; smoking is prohibited inside the housing; harassing other employees, neighbors, or any their person while on company property will not be tolerated; abusing or stealing company property or that of another person is not permitted; firearms are not allowed on company property; trash must be emptied daily; all dry food must be covered; all other food must be stored in the refrigerator; no food is to be left on the stove or counters; screens must always be in place on windows and doors with no holes; if there is a hole you must let the designated house monitor know g at once. Workers should immediately notify the employer of any required repairs needed to the housing or if safety equipment is not functioning, such as fire extinguishers. Housing may be inspected at least one time per week by a company inspector to help ensure that facilities are kept in good condition. Failure to comply with housing rules may result in disciplinary action, up to and including termination of employment. The employer retains possession and control of the housing premises at all times. Any worker eligible for company-provided housing who is terminated for cause or resigns/abandons their employment must immediately vacate the housing premises and will no longer be eligible for housing and meals.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Drug and Alcohol Policy
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * All worksites covered by this job order and all facilities of the employer are drug-free workplaces. No illegal drugs of any kind are permitted in the housing or workplace. Employees must not report for work, enter the worksite or perform services while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work or perform services, while under the influence of, or impaired by, prescription drugs, medications, or other substances that may in any way adversely affect a worker's alertness, coordination, reaction response, or the safety of the worker response, or the safety of the worker or other workers. The employer may require the worker to submit to a drug test at the employer's expense upon the occurrence of a reportable accident or upon reasonable suspicion. In such an event, the costs of the medical exam will be paid for by the employer. A pre-employment drug screen isn't required for the position. If after the worker has been hired and upon the occurrence of a reportable accident or upon reasonable suspicion the worker may be required to submit to a drug test.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Discipline and Termination
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers are expected to comply with all provisions of this work contract and the employer's policies, house rules, and procedures. The employer may discipline or terminate a worker with notification to the State Workforce Agency, DOL and/or USCIS if any employee violates any of the company's work rules. The level of disciplinary action taken will be determined at management discretion and judged by the severity of the violation. All employees must respect and follow company policies, including any new or changed including any new or changed policies which may be communicated during the course of the season. Some of the applicable work rules include, but are not limited to: Failure to report to work or demonstrating a pattern of tardiness and/or unexcused absences. Abandoning the worksite. Refusal without justified cause to perform work for which the worker was recruited and hired or refusing to carry out good faith, reasonable orders. Failure to perform work of reasonable quality and with reasonable diligence. Willfully wasting, damaging, or causing injury to the employer's property. Being under the influence of alcohol or illegal drugs. Possession of illegal drugs or alcohol on company property. Horseplay, fighting, or deliberately injuring another employee. Stealing company or employee property. Working side jobs with another company in violation of the H-2A visa program. Possessing firearms or illegal weapons. Bringing unauthorized people into the work area. Charging other workers for referral of employment opportunities. Selling merchandise or soliciting services at the worksite. Falsification of information provided to the employer, which includes providing false information during the employment application process. The punching of a time card other than the employee's own individual time card or willfully allowing another person to punch one's time card. Sleeping on the job. Insubordination. Failure to follow housing rules. Failure to observe all warning signs, safety bulletins, safety training and posters. Failure to use protective clothing and equipment. Failure to follow safety protocols. Unauthorized use of machinery and equipment. Smoking is prohibited in the fields or other areas designated by the employer. Do not walk in front of or behind moving vehicles. When working around moving equipment, always stand clear of the equipment when in motion. Always wait until the equipment comes to a full stop. When being transported, always take a seat, wear seatbelts, and remain seated while the vehicle is in motion. Wash hands after eating or using the bathroom before return. Advise your supervisor if you experience fever, coughing, chills, headaches or any other symptoms associated with Covid-19.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - H2A FLC Itinerary
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Given the nature of the employer's agricultural business, it is not possible to specify a work itinerary for all the worksites in which employees will be performing their duties. The impact from weather and growing cycles requires that the employer provide services at all of the various worksites simultaneously during the contract period to ensure the crops are properly maintained and harvested in a timely manner.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * CalVans Driver: Workers may be offered the opportunity to become drivers during the contract period. CalVan drivers may be H-2A or corresponding domestic workers. Employees who drive the CalVans will be compensated for their time driving. The CalVan driving job duty is not a different job and the drivers perform harvesting/agricultural job duties when not driving. Drivers pick up workers from the housing sites/pick up points and drop them off at the worksite. At the end of the workday, the CalVan driver takes the workers back to the housing sites/pick up points. Drivers are also responsible, during the workday, for filling the vehicle with gasoline and keeping it clean. Drivers will be paid the AEWR for actual driving time. Workers selected to be a driver (if any) must possess the appropriate driver's license, meet all driver requirements, and be approved by CalVans prior to being assigned to this position. Employer will cover all costs associated with obtaining the driver's license and FLCE. Driving the CalVan is on a voluntary basis and is not a pre-hire job requirement and will not be terminated for failure to obtain a DL or FLCE certificate.			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Tractor/Machine Operator: Under the supervision of the Supervisor/Foreperson, performs general tractor duties. Reports break downs and understands and abides by safety procedures and performance standards. Employee must conduct daily maintenance check prior to operating tractor/machine. Requires basic knowledge of driving a tractor, must pass a tractor safety training and demonstrate ability to operate tractor in a safe manner. Farm and harvest equipment cleaner- Workers will wash farm and harvest equipment with water. Dirt and debris from farm and harvest equipment will be removed. Workers will apply cleaner and use tools to clean machine. After machine has been cleaned, workers will apply chlorine to farm and harvest equipment for proper disinfection and removal of potentially harmful microbes. Workers will occasionally fill harvest and farm equipment with fuel. All work will be performed on the farm.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Schedule and Attendance
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Smith Packing is a licensed farm labor contractor that is engaged in providing agricultural services in the Monterey County area of employment. By virtue of its agreement with the fixed-site agricultural Ippolito International, the employer has the right and authority to enter into the worksites to perform agricultural services. Depending on weather, field conditions and availability of labor, workers must remain flexible and be able and willing to work varying hours since planned work schedules may change and employees may begin their workdays at earlier or later hours. Overtime may be requested. Workers may be offered more hours than listed in this job order on any day of the week, including the Sabbath or Federal holidays. Meal and break periods will be provided. Employees might experience a temporary reduction in work and/or temporary work stoppage due to inclement weather, such as rain, or the natural agricultural cycle. Employees must report for work when and where scheduled and be physically and mentally ready to work. Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the agricultural operation dictate. Workers must perform the assigned work at the assigned field site, and may not switch assignments or field site without the specific authorization of a company supervisor. Tardiness and /or unexcused absences will not be tolerated and will result in disciplinary actions as set forth in the employer's employment policies.			

n. Job Offer Information 14

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions from Pay
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The following deductions will be made from employee pay when and if applicable: FICA taxes; federal income tax; state and/or local tax; travel expenses that were reimbursed by the employer at the beginning of the season if the worker does not complete 50% of the work contract; loans; benefit premiums; and deductions expressly authorized by the worker in writing. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that the shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee. No deductions will be made which bring the worker's earnings for any pay period below the applicable minimum wage.			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Pay Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
The employer will pay a wage that is the highest of the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. All workers will be paid overtime in accordance with the California Department of Industrial Relations, Agricultural Occupations Wage Order 14-2001, \$27.98 per hour of overtime. Starting January 1, 2022, an employee shall not be employed more than eight (8) hours per workday or forty (40) hours per workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over eight (8) hours in any one workday or more than forty (40) hours in any one workweek for employers with 26 or more workers. Should the AEWR or other applicable wage rate increase during the season by notice in the Federal Register or other means, the employer will abide by such notice and pay employees the new applicable AEWR wage.			

p. Job Offer Information 16

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Transportation to Place of work
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
The employer will offer daily transportation between the housing and the worksites at no cost to H-2A workers and corresponding U.S. farmworkers who are eligible for housing. Workers are not required as a condition of employment to utilize transportation offered by the employer. U.S. corresponding employees who are not eligible for housing must use their own transportation to get to work on a daily basis. For this specific Job Order, a 50-passenger bus will be used to transport workers. Smith Packing, Inc. will use one (1) Smith Packing, Inc. owned vehicle (50 passenger bus) to provide daily transportation to the place(s) of employment. The Smith Packing, Inc. owned vehicle has a capacity for 50 workers. A total of 1 vehicle will be used. Vehicles will be parked at the housing location. Workers will board vehicles each morning. Workers will be driven to place of work. Vehicle will be left parked at the place of work. At the end of the day, workers will board vehicles and be driven back to the housing location. The vehicles to be used for transportation will not be provided by the fixed-site growers, Smith Packing, Inc, will provide all vehicles.			

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